



790 Governor Carlos Camacho Road
Tamuning, Guam 96913

REQUEST FOR PROPOSAL
Guam Non-Profit Professional Services Providing
Residential Rehabilitation Substance
Treatment for Adolescent Males and Females
GBHWC RFP 03-2016

AMENDMENT NO. 1

To: All Prospective Offerors

The above numbered and described solicitation is amended as set forth below:

1.1 Page 7: Applicability of Guam Procurement Law, Section I.B

- Correction: To correct invalid link; therefore, 3rd line shall read:

*"The statutes are available online at the
<http://www.guamcourts.org/CompilerofLaws/index.html>."*

1.2.a Page 8: All Parties to Act in Good Faith, Section I.C

- Deletion: To delete first sentence; therefore, paragraph shall read:

"This RFP requires all parties involved in the preparation of the RFP, the evaluation and negotiation of proposals, and the performance or administration of contracts to act in good faith."

1.2.b Page 8: Registration of Interested Parties (Form A.1), Section I.E

- Revision: To include more, other than the non-profit organizations and firms, "people" shall be added to those that can be registered as interested parties.

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1.3 Page 10: Type of Contract, Section K

- Revision: Replace “general” with “cost”, therefore, first sentence shall read:

“This is a cost reimbursement, multi-year contract.”

- Correction: Correct 2 GAR, Div. 4, §3119(h); therefore, should read:

(2 GAR, Div.4, §3119(e))

1.4 Page 11: Compensation, Section I.M

- Revision: Delete and re-word, therefore, first paragraph should read:

“The offeror and the GBHWC will negotiate an annual not to exceed budget, inclusive of object categories and staffing levels, which shall remain firm and place for all years of the contract, including any special monthly extension (on a pro-rata, monthly basis) for the professional services provided in keeping with this RFP.”

1.5 Page 25: Opening of Proposal, Section IV.B

- Correction: Invalid citation, therefore the citation at the end of the paragraph shall be:

“(2 GAR 3114 (h)(1))”

1.6 Page 28: General Requirements, Section V.A

- Correction: Invalid link for Guam Office of Public Accountability, therefore it shall read:

<http://www.opaguam.org/>

1.7 Page 32: Affidavit Disclosing Ownership and Commissions, Form C

- Replacement: Form exceeds margin, therefore is replaced with one that has the space for notary public acknowledgement.

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1.8 Page 105: Sample Contract, Client Confidentiality, Section XVII.7


- Deletion: Business Associate agreement is not necessary, therefore paragraph is deleted entirely.

1.9 Page 108: Sample contract, Status of Service Provider, Section XX

- Revision: Service providers are independent contractors, therefore, the second "service provider" in the first line is replaced with "independent contractor", and therefore shall read:"

"The Service Provider and its agents and employees are independent contractors performing professional services for the GBHWC and are not employees of the GBHWC."

Except as provided herein, all terms and conditions of the document referenced in the solicitation number above remain unchanged and in full force and effect.



Rey M. Vega, Director
Guam Behavioral Health and Wellness Center
July 14, 2016

Programs Guidelines. The Drug and Alcohol Branch New Beginnings Program currently provides and supports an array of comprehensive outpatient and residential drug and alcohol treatment programs and services for adolescents. The Branch chose the American Society of Addiction Medicine Patient Placement Model-3R (ASAM PPC-3R) as the primary reference guide source for Guam's substance treatment Continuum of Care. The Patient Placement Criteria (PPC) are guidelines (see: <http://www.asam.org/publications/patient-placement-criteria> and are incorporated herein as if fully rewritten) developed by the American Society of Addiction Medicine (ASAM) that can be accurately used to assess the severity of patients' problems, so that they can be admitted to the most appropriate level of care (admission criteria), remain in that level of care (continuing care criteria) and be discharged from that level of care (discharge criteria).

The Branch currently provides Level 0.5 Early Intervention Services/Drug and Alcohol Education while other community and faith-based organizations provide Level I Outpatient, and Level II.1 Intensive Outpatient (ASAM Patient Placement 2nd Revision Model); Residential ASAM Level III.5 and III.2-D Treatment. The Guam Memorial Hospital and Guam Regional Medical City Hospital provides Level IV for consumers needing (acute care) medical detoxification. This allows consumers to move from one level of care to another, depending on their intensity of services needed and as determined by a bio-psychosocial assessment (based on six patient problem areas: ASAM dimension model).

In an effort to address the current gaps in service for residential rehabilitation and social detoxification services, the GBHWC has adopted a proactive approach by working with the various community stakeholders. Collaborative efforts through mediums like the GBHWC Strategic Public Planning Meetings, Community Substance Abuse Planning and Development Group (CSAPD) monthly meetings, and the Guam Homeless Coalition, have provided opportunities to bring the community partners together.

Commitment. Therefore, the GBHWC is committed and in support of providing expanded treatment capacity for rehabilitation and social detoxification services on Guam. The services must address adolescents. The service proposals must meet the criteria for services as defined in the scope of work to increase treatment capacity of the various treatment modalities needed for the community of Guam. When the capacities of these levels of care are increased, the number of consumers currently on the wait-list for services is expected to reduce significantly while providing more timely treatment, fulfilling a national recommendation from the Center of Substance Abuse Treatment (CSAT), Substance Abuse Mental Health Services Administration (SAMHSA), U.S. Department of Health & Human Services, a block grant funder for Guam.

B. APPLICABILITY OF GUAM PROCUREMENT LAW

All agencies of the government of Guam are required to follow the Guam Procurement Law when using public funds for procurement of "supplies or services" pursuant to 5 GCA Chapter 5 and 2 GAR Division 4. The statutes are available online at the <http://www.guamcourts.org/CompilerofLaws/index.html>. This RFP is issued by the GBHWC, a line department of government of Guam, and authorized by the Guam Procurement Law to act as the purchasing agency for the purpose of procuring professional services described in Section II, Scope of Work. Any party who submits a proposal is known as "offeror".

C. ALL PARTIES TO ACT IN GOOD FAITH

This RFP requires all parties involved in the preparation of the RFP, the evaluation and negotiation of proposals, and the performance or administration of contracts to act in good faith.

D. LIABILITY FOR COSTS TO PREPARE PROPOSAL

The GBHWC is not liable for any costs incurred by any offeror in connection with the preparation of its proposal. By submitting a proposal, the offeror expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its proposal.

E. REGISTRATION OF INTERESTED PARTIES (FORM A.1)

Non-profit organizations, firms, or people who pick up a hard copy of the RFP at the GBHWC will be required to register. Those downloading or printing a copy of the request for proposal may fax the RFP Registration Form attached hereto to facsimile number (671) 649-6948 or email to marilyn.aflague@gbhwc.guam.gov to be registered as an interested party with the intention to submit a proposal. The GBHWC will send notice(s), amendment(s) and related communication to those registered. It is the interested party's responsibility to report any change in the contact information provided upon registration.

F. DESIGNATION OF REPRESENTATIVE (FORM A)

The offeror shall designate a representative to act on its behalf and who is knowledgeable of the scope of work and the quality of work to be performed or services to be rendered. The representative is authorized to receive all proposal-related communication(s).

G. LICENSES (FORM B)

The offeror shall submit a Guam business license, registration or certificate; a federal employers identification number (EIN) or other valid and current attachments with the proposal. A current Guam business license is not required in order to submit a proposal; however, it is required of the successful offeror before the agreement (contract) is executed by the GBHWC director.

An offeror who has not complied with the Guam Licensing Law is cautioned that the GBHWC will not consider for award any proposal offer submitted. Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation, by telephone at (671) 475-1815 or by mail at P.O. Box 23607, GMF, Guam 96921 or online at: <http://ns.gov.gu/government> or www.admin.gov.gu/revtax .

H. DEBARMENT, SUSPENSION AND INELIGIBILITY

All debarment or suspensions of persons are deferred from consideration for award of contracts imposed by the Chief Procurement Officer, the Director of Public Works, or the head of

3. Affidavit Re Gratuities or Kickbacks (FORM E)

The offeror shall submit an affidavit that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 Gratuities and Kickbacks of the Guam Procurement Regulations.

4. Affidavit Re Ethical Standards (FORM F)

The offeror shall submit an affidavit and represent that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Regulations.

5. Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (FORM G)

The offeror shall submit an affidavit and represent that it will pay its employees and ensure its subcontractors pay its employees in full compliance with all applicable federal and local wage rules and regulations, 5 GCA §5801 & §5802 Wage Determinations. The most recently issued wage determination at the time a contract is awarded applies to the Agreement.

6. Affidavit Re Contingent Fees (FORM H)

The offeror shall submit an affidavit and represent that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract and represents that it is not in violation of Subsection (1) of Section §11108 of the Guam Procurement Regulations as failure to do so constitute a breach of ethical standards.

K. TYPE OF CONTRACT

This is a cost reimbursement, multi-year contract. The price is set per month for professional services to the agreed range of clients; i.e. adolescent males and females. (2GAR, Div.4, §3119(e))

L. DURATION OF CONTRACT OR TERM OF SERVICE

1. Initial Term

The initial term of the contract shall begin upon the date that the Governor approves the contract, as signified by his execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a notice to proceed, or notify the contractor in some other manner that services are to begin. The initial term of the contract shall be from October 1, 2016 or the date of the Governor's signature whichever is later until September 30, 2017.

2. **Renewal Term**

At the option of the government, the contract may be renewed for up to two (2) additional one (1) year periods (each being a "Renewal Term") subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term(s), this contract shall expire, unless sooner terminated.

3. **Monthly Extension Periods**

At the option of the government, the contract may be extended after the Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the Renewal Term(s), provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the government is unable to continue the services under a new contract after a new solicitation and procurement is undertaken by the government.

4. **Multiple Term Contract Multiple Certification of Funds.**

The Initial Term and any subsequent term(s) of this contract are subject to the availability of funds. The funds for the first twelve (12) months (or pro-rated fiscal year if applicable) of the Initial Term of the contract are certified as part of the execution of the contract. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period of time after the first twelve (12) months (or pro-rata fiscal year if applicable), the contract shall be cancelled; however, this does not affect either the GBHWC's rights or the vendor's rights under any termination clause of the contract. The GBHWC shall notify the contractor on a timely basis in writing that funds are, or are not, available for the continuation of the contract for each succeeding period. In the event of cancellation of this multi-term contract as provided above, the contractor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

There may be multiple certifications of funds by the GBHWC during any term of the contract.

M. COMPENSATION FOR SERVICES

The offeror and the GBHWC will negotiate an annual not to exceed budget, inclusive of object categories and staffing levels, which shall remain firm and place for all years of the contract, including any special monthly extension (on a pro-rata monthly basis) for professional services provided in keeping with this RFP. The contractor shall be compensated monthly upon the clearance of monthly invoices by the GBHWC.

1. **Invoices**

In any reporting month there exists a discrepancy in the statistical, narrative or financial reports submitted by the contractor to the GBHWC, ten percent (10%) of the invoice

B. OPENING OF PROPOSALS:

Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials (Director, deputy director, administrative services officer, administrative officer or procurement designee). A Register of Proposals shall be established which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection. (2 GAR 3114(h)(1))

C. PROPOSAL EVALUATION AND ASSIGNED WEIGHTS:

In determining the most qualified offeror, the following criteria will be used to evaluate proposals: the GBHWC shall be guided by the following.

1. The plan for performing the required services;
2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services;
3. The financial resources, personnel, equipment , and facilities to perform the services currently available or demonstrated to be made available at the time of contracting, and
4. A record of past performance of similar work.

Evaluations will be conducted by a Proposal Review Panel.

Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP – The organization’s familiarity with the needs of the consumers and knowledge of overall services and support required.	10
Work Plan/Project Execution – The organization’s description of how they will provide services detailed in Section II – Scope of Work.	35



V. CONTRACTUAL TERMS

A. GENERAL REQUIREMENTS:

This procurement is subject to all applicable federal and Guam laws and regulations. Guam laws and regulations are available at the Guam Supreme Court, Office of Complier's website <http://www.guamcourts.org/CompilerofLaws/index.html>. The Guam Procurement Laws are available at the Office of Complier's website as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier's website as part of 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.opaguam.org/>, the Guam Office of Attorney General <http://www.quamag.org/> and the Department of Administration General Service Agency www.gsa.doa.guam.gov all have useful procurement information and forms.

B. SAMPLE CONTRACT:

A proposed contract is attached to this RFP as Sample Contract (FORM R). Potential offerors are advised that the Sample Contract is the general form of contract that the GBHWC will enter into with the awarded service provider. In the event that potential offerors have any issues or questions as to the Sample Contract Clause in Form R, they must raise them in the RFP process similar to any issues or inquires they may have as to clauses in the RFP. The GBHWC reserves the right to amend or revise the Sample Contract form as may be deemed necessary to serve the government of Guam's best interest. If changes are made to the Sample Contract in Form R prior to the conclusion of all evaluations, the GBHWC will issue an amendment to this RFP. However, if changes are made to the Sample Contract during negotiations, then such changes are considered negotiated and no amendment to this RFP will be issued.

SEE GBHWC FORM R SAMPLE CONTRACT

---End of Section V, Contractual Terms---

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) SS.
 ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

The offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

 Signature of one of the following:

Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me
 this ____ day of _____, 20____.

 NOTARY PUBLIC
 My commission expires: _____

In addition to any and all other breach of contract actions the GBHWC may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the Service Provider may be placed on probationary status by the Director of the GBHWC, for a period of one (1) year. During the probationary status, the Service Provider shall not be awarded any contract by any instrumentality of the government of Guam. The Service Provider if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance Service Providers Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

The Service Provider's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract.

The Service Provider agrees to provide upon written request by the GBHWC written certification of its compliance with its obligations under this "Wage and Benefit Compliance Service Providers Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by the GBHWC, the Service Provider shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

XVII.6. Health Insurance Portability and Accountability (HIPPA).

The Service Provider shall comply with the Health Insurance Portability and Accountability Act (HIPAA of 1996, P.L. 104-1991 and the Federal "Standards for Privacy of Individually identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

XVII.7. Client Confidentiality.

The Service Provider shall ensure information obtained directly or indirectly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, or Guam monitoring agencies. (Ref. 45 CFR 1321.51 and 42 CFR Part II). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

SECTION XX.
STATUS OF SERVICE PROVIDER

The Service Provider and its agents and employees are independent contractors performing professional services for the GBHWC and are not employees of the GBHWC. The Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the GBHWC vehicles, or any other benefit afforded to employees of the GBHWC as a result of this Agreement. The Service Provider acknowledges that all sums received hereunder are reportable by the Service Provider for tax purposes, including without limitation, self-employment and business income tax. The Service Provider agrees not to purport to bind the GBHWC unless the Service Provider has express written authority to do so, and then only within the strict limits of that authority.

SECTION XXI.
GENERAL COMPLIANCE WITH LAWS

The professional services, deliverables and materials under this Agreement shall comply with all applicable Federal and Guam laws and regulations. The Service Provider shall maintain all licenses and permits during all times pertinent to this Agreement. The Service Provider is responsible for payment of all taxes under this Agreement. In the event the contract sets forth key personnel positions of stated experiences and training, the Service Provider agrees to maintain those individuals and or positions at all times pertinent to the contract.

SECTION XXII.
FORCE MAJEURE

The Service Provider and/or the GBHWC (other than its payment obligation) shall be excused from performance under this Agreement for any period that the Service Provider or the GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that the Service Provider or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the Service Provider's or the GBHWC's control to ensure that the Service Provider or the GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the Agreement. This clause shall not relieve the Service Provider of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt,